

Law Offices of

CHAPMAN AND CUTLER LLP

Theodore S. Chapman
1877-1943
Henry B. Cutler
1879-1959

111 West Monroe Street, Chicago, Illinois 60603-4080
Telephone (312) 845-3000
Facsimile (312) 701-2361
chapman.com

San Francisco
595 Market Street
San Francisco, CA 94105
(415) 541-0500

June 16, 2008

RECORDATION NO. 22607-H FILED
Salt Lake City
201 South Main Street
Salt Lake City, UT 84111
(801) 533-0066

Ms. Anne K. Quinlan, Esq., Acting Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423-0001

JUN 17 '08 -11 00 AM

SURFACE TRANSPORTATION BOARD

Re: Union Pacific Railroad Company
Substitution of Equipment
(UPRR 1999 B-1)

Dear Ms. Quinlan:

I am enclosing for recording pursuant to Section 11301 of Title 49 of the United States Code, two executed copies of the Partial Termination of Lease Agreement dated June 17, 2008, a secondary document as defined in the Surface Transportation Board's Rules for the Recordation of Documents. The enclosed document relates to the Lease Agreement dated November 2, 1999 (UPRR 1999 B-1) between TREBON Verwaltungsgesellschaft mbH & Co. Vermietungs KG. as Lessor, and Union Pacific Railroad Company, as Lessee, a memorandum of which was recorded with the Surface Transportation Board on December 15, 1999 at 1:15 P.M. under Recordation Number 22607.

The names and addresses of the parties to the enclosed document are as follows:

Lessee:	Union Pacific Railroad Company 1400 Douglas Street Omaha, Nebraska 68179 Attention: Treasurer
Lessor:	TREBON Verwaltungsgesellschaft mbH & Co. Vermietungs KG Unsöldstraße 2 80538 Munchen Federal Republic of Germany Attention: Managing Director

The equipment covered on the date hereof by the enclosed document consists of:

1 SD9060MAC Locomotive bearing the road number UP 8501

A short summary of the document to appear in the index follows:

Law Offices of
CHAPMAN AND CUTLER LLP

Partial Termination of Lease Agreement (UPRR 1999 B-1) dated June 17, 2008, between TREBON Verwaltungsgesellschaft mbH & Co. Vermietungs KG, as Lessor and Union Pacific Railroad Company, as Lessee.

A fee of thirty-five dollars (\$35.00) is enclosed. Please time and date stamp the enclosed copy of the enclosed document along with the extra copy of this letter as proof of filing and recordation of the enclosed document and return the original and any extra copies of such document and this letter not needed by the Board for recordation to:

Robert Alvord, Esq.
Alvord and Alvord
1050 Seventeenth Street, N.W.
Suite 301
Washington, D.C. 20036

If you have any questions or need further information, please do not hesitate to contact the undersigned (312-845-3429).

Sincerely,

CHAPMAN AND CUTLER LLP

By 
Patrick Vining

Enclosures

JUN 17 '08

-11 00 AM

PARTIAL TERMINATION OF LEASE AGREEMENT**SURFACE TRANSPORTATION BOARD**

This PARTIAL TERMINATION OF LEASE AGREEMENT is made and entered into on June 17, 2008 by and between TREBON Verwaltungsgesellschaft mbH & Co. Vermietungs KG ("*Lessor*") and Union Pacific Railroad Company ("*Lessee*").

1. Lessor has heretofore leased to Lessee certain railroad equipment set forth on Schedule 1 attached hereto pursuant to the Lease Agreement dated November 2, 1999 (as amended, the "*Lease*"), as supplemented, (i) a memorandum of which was duly recorded with the Surface Transportation Board on December 15, 1999 at 1:15 P.M. under Recordation Number 22607 and (ii) a memorandum of which was deposited with the Registrar General of Canada on December 15, 1999 at 10:08 A.M. Capitalized terms used herein without definition have the meanings assigned to them in the Lease.

2. The Lease is terminated effective on the date hereof with respect to the locomotive set forth on Schedule 1 attached hereto which has been deemed to have suffered an Event of Loss.

3. This Partial Termination of Lease Agreement shall neither impair nor terminate the rights and obligations of the parties under the Lease which expressly survive this partial termination.

Partial Termination of Lease Agreement
(UPRR 1999 B-1)

Dated this 12th day of June, 2008.

TREBON VERWALTUNGSGESELLSCHAFT MBH &
CO. VERMIETUNGS KG

By:  

Name: Wilfried Steiner Franz V. Litter

Title: Attorney-in-Fact

UNION PACIFIC RAILROAD COMPANY

By: _____

Name: Gary W. Grosz

Title: Assistant Treasurer

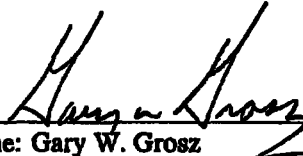
Partial Termination of Lease Agreement
(UPRR 1999 B-1)

Dated this 12th day of June, 2008.

TREBON VERWALTUNGSGESELLSCHAFT MBH &
Co. VERMIETUNGS KG

By: _____
Name: _____
Title: _____


UNION PACIFIC RAILROAD COMPANY

By:  _____
Name: Gary W. Grosz
Title: Assistant Treasurer

I certify that I hold the title set forth below, that this instrument was signed on behalf of TREBON VERWALTUNGSGESELLSCHAFT MBH & Co. KG, a limited partnership organized under the laws of Germany and registered in Munich, Germany (the "Partnership"), by authority of the power of attorney executed by the Partnership on June 5, 2008, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Partnership. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 12th day of June, 2008.

By:


Name: Klaus Steinhilber
Title: Attorney-in-Fact

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On this _____ day of June, 2008, before me personally appeared Gary W. Grosz, to me personally known, who, being by me duly sworn, says that he is the Assistant Treasurer of UNION PACIFIC RAILROAD COMPANY, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My commission expires

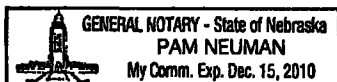
I certify that I hold the title set forth below, that this instrument was signed on behalf of TREBON VERWALTUNGSGESELLSCHAFT MBH & Co. KG, a limited partnership organized under the laws of Germany and registered in Munich, Germany (the "Partnership"), by authority of its _____, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Partnership. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this ____ day of June, 2008.

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On this 12th day of June, 2008, before me personally appeared Gary W. Grosz, to me personally known, who, being by me duly sworn, says that he is the Assistant Treasurer of UNION PACIFIC RAILROAD COMPANY, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Pam Neuman
Notary Public

[Notarial Seal]

My commission expires

12-15-2010

SCHEDULE 1

EQUIPMENT	QUANTITY	ROAD NUMBERS
SD9060MAC Locomotive	1	UP 8501

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

6/17/08



Robert W. Alvord